

***EXHIBIT C***

***SECOND INVESTMENT CONTRACT***

MAR-16-2010 06:11P FROM:

TO:14166405412

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RECEIVED MAR 16 2010

AGREEMENT BETWEEN  
VENULUM LTD.  
&  
DR. BERNARD M. EISEN, DDS

THIS AGREEMENT ("Agreement") is effective this 16<sup>th</sup> day of March, 2010 ("Effective Date"), and is made and entered into by and between Venulum Ltd. ("Venulum") and Dr. Bernard M. Eisen, DDS ("Dr. Eisen," and collectively with Venulum, the "Parties").

WHEREAS, Dr. Eisen entered into a written agreement with Venulum that is called the Account Opening Form and Terms & Conditions ("T&C Agreement") agreed to on the 26<sup>th</sup> of March, 2007;

WHEREAS, under the T&C Agreement, Purchase Contract No. 15066 was issued on October 7<sup>th</sup>, 2008 for the purchase of certain wine;

WHEREAS, the Parties desire to cancel Purchase Contract No. 15066 and amend the commercial relationship between them under the T&C Agreement and the Purchase Contract;

NOW THEREFORE, in consideration of the Parties' obligations to each other under the T&C Agreement, the covenants set forth therein, the Purchase Contract and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Venulum agrees to allow the current deposit of \$122,480.64 from Purchase Contract 15066 to be applied as a credit note at a rate of up to 32% of the full price of future physical purchases.
2. The \$122,480.64 represents the net funds to date contained within Dr. Eisen's Purchase Contract 15066.
3. Venulum agrees to cancel the current liability of \$260,271.36.
4. The \$260,271.36 represents the current unpaid balance within Purchase Contract 15066.

Venulum Representative Initials: MCT Dr. Bernard M. Eisen, DDS Initials: BME

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5. Dr. Eisen agrees to contribute an additional \$10,000.00 per annum over a ten (10) year period towards physical wine purchases.

6. All physical wine holdings may be sold once the entire credit note has been applied.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the British Virgin Islands, without regard to the conflicts of law provisions thereof.

8. Arbitration. In the event that any dispute whatsoever arises between the Parties in relation to or in any way in connection with this Agreement, the Parties hereby agree that such dispute shall be referred to binding arbitration in the British Virgin Islands applying British Virgin Islands law. Such arbitration shall be before an arbitrator appointed by Venulum. The arbitration shall take place in accordance with the Rules of the International Chamber of Commerce.

9. Notices. Any and all notices, demands or other communications required or desired to be given by any Party shall be in writing and shall be validly given or made to another Party if personally served, or if deposited in the mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the mail addressed to the party to whom such notice, demand or other communication is to be given as follows.

If to Venulum: Venulum Ltd.  
PO Box 438  
Road Town, Tortola  
British Virgin Islands

If to Dr. Eisen: Dr. Bernard M. Eisen, DDS  
69 Alran Drive  
Williamsville, NY, 14221

Venulum Representative Initials: MEV Dr. Bernard M. Eisen, DDS Initials: BME

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The Parties hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

10. Assignment. The Parties cannot assign, delegate or subcontract any rights, duties or obligations under this Agreement.

11. Amendments. This Agreement may not be amended except by a written instrument executed on behalf of both Parties.

IN WITNESS WHEREOF, Venulum and Dr. Eisen have caused this Agreement to be executed by their duly authorized representatives or themselves as indicated by their signatures below.

By: Mark Trotter

MARK TROTTER  
VENULUM LTD.

By: Bernard M. Eisen DDS

DR. BERNARD M. EISEN, DDS

Venulum Representative Initials: MT

Dr. Bernard M. Eisen, DDS Initials: BME

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MARK TROTTER  
VENULUM LTD.

By: Bernard M. Eisen DDS

DR. BERNARD M. EISEN, DDS

Venulum Representative Initials: MT Dr. Bernard M. Eisen, DDS Initials: BME